PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
EDUCATION FURNITURE 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Krueger International, Inc (KI)
Master Agreement No: MA671
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

1. <u>Scope</u>**:** This addendum covers the Education Furniture 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. <u>Participation:</u> Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. <u>Participating State Modifications or Additions to Master Agreement:</u>
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

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REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

4. Purposely Left Blank.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Mike Hogan, Contract Sales Operations Manager, Quote/Bid
Address	PO Box 8100, 1330 Bellevue Street, Green Bay, WI 54308-8100
Telephone	920.468.2396
Fax	920.468.2781
E-mail	mike.hogan@ki.com

Participating Entity

Name	Tom Hastings State of Montana
Address	PO Box 200135 Helena, MT 59620
Telephone	406-444-0338
Fax	406-444-2529
E-mail	thastings@mt.gov

6. Subcontractors: All Krueger International dealers and resellers authorized in the State of Montana, as shown on the dedicated **Krueger International, Inc** (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The **KI** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Montana *Steve Baiamonte*	Contractor: Krueger International, Inc
By: *SB*	By: *[signature]*
Name: Stephen Baiamonte	Name: Michael J. Hogan
Title: Division Administrator	Title: Contract Manager
Date: 10 OCT 2014	Date: 10/9/14

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For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

**[Please email fully executed PDF copy of this document to
PA@wsca-naspo.org to support documentation of participation and
posting in appropriate data bases]**